

Notice to Offerors

Request for Proposals # 1014644

Language Translation and Interpretation Services

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal is unacceptable under County law and will be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," and then "Office of Procurement ". Also, the Wage Requirements law ("Living Wage") is available at the same website.



REQUEST FOR PROPOSALS

RFP# 1014644

Language Translation and Interpretation Services

Date : 03/28/2012

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced services as outlined in this document.

One original and 4 copies of your proposal must be submitted in a sealed envelope/package no later than 03:00PM on 04/27/2012 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will not be an optional pre-submission conference.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Betty Lam at (240) 777-1629.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Sam Flood, Procurement Specialist at (240) 777-9946.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	<input checked="checked" type="checkbox"/>
or	
This is a Construction Contract (See Attachment H):	<input type="checkbox"/>
or	
This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	<input type="checkbox"/>

David E. Dise, Director
Department of General Services

RFP # 1014644
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Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed

Name: _____

Printed Name and Title of
Person Authorized to Sign

Proposal: _____

Signature: _____

Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
 Montgomery College (MC)
 Montgomery County Public Schools (MCPS)
 Montgomery County Revenue Authority
 Montgomery County Housing Opportunities Commission (HOC)
 Washington Suburban Sanitary Commission (WSSC)
 Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)**PAYMENT TERMS**

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed contract award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on a public list located in the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166.

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and non-technical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal is unacceptable under County law and will be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

1. By returning one signed copy of the amendment either with your solicitation or by sending it separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT. ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §§11B-33C, and 20-75) applies to construction contracts. Under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by THE DIRECTOR, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute by Contractor arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may, with the contractor's consent, delegate this responsibility to another person (other than the contract administrator). A contractor must notify, in writing, the contract administrator of a claim, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the Contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with County Code Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.

- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland, and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Forty-five days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

TABLE A. - INSURANCE REQUIREMENTS

(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>			
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions Attachment and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS

(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

THIS FORM MAY NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

PMMD-45. REVISED 10/16/09

SECTION C - SCOPE OF SERVICES:**1. Background**

The Montgomery County Government (the County) wishes to contract with up to two qualified entities to provide Language Translation and Interpretation Services as described in this Request for Proposals (RFP). As the County must have access to translation and interpretation services 24 hours a day, seven days a week, it is anticipated that the County will make more than one contract award under this RFP. The contracts resulting from this RFP will be used by several Montgomery County departments.

English is the predominant language in the United States. The United States is home to millions of national origin minority individuals who are “limited English proficient” (LEP). That is, they cannot speak, read, write or understand the English language at a level that permits them to interact effectively with County government. The County is committed to removing language barriers to services for LEP persons. Through this RFP, the County seeks to provide translation and interpretation services by trained and competent providers on an “as-needed basis” for all possible languages. While the County seeks to provide translation and interpretation services for all languages spoken in Montgomery County, the most common languages in need of translation and interpretation in Montgomery County include, but are not limited to, Spanish, Chinese, Korean, French, Vietnamese, Amharic, Hindi, Arabic, Russian and Portuguese.

2. Intent

The County requires translation services and interpretation services through contracts resulting from this RFP, based on the specifications described and set forth below.

The County plans to award primary and secondary contracts for the Scope of Services described in this RFP. The primary contractor will be contacted first by the County for work assignments. Should the primary contractor be unable to provide the requested work within the timeframe required by the County using department, the County reserves the right to contact the secondary contractor to request the service.

All contracts resulting from this RFP will include the County’s Business Associate Agreement regarding Protected Health Information as that term is defined in 45 C.F.R. §164.501 (“PHI”), and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder (65 Fed. Reg. 82462, *et seq.*, December 20, 2000, as modified by 67 Fed. Reg. 53183, August 14, 2002 (the “Privacy Regulations”). Contractors awarded contracts under this RFP will be required to sign the County’s standard Business Associate Agreement as written, with no modification.

a. Translation Services

Translation is the transferring of written words and concepts from one language to another without changing the meaning. Accurate translation requires fluency in both languages involved. Examples of documents to be translated include, but are not limited to, brochures, booklets, posters, stickers, letters, and legal or medical documents. Medical and court translations are specialized areas that require certification or experience in the respective fields. Translators are expected to produce accurate, complete, and readable translations taking into account cultural nuances and idioms. The County requires standard translation services, and formatting/design/layout services through contracts resulting from this RFP.

Standard translation includes an initial translation by a contracted translator of the vendor who is proficient in the reading, writing, and speaking of both the source language and the target language, and a professional review by a second contracted translator (one who was not involved in the initial translation) for content, context, and general language application, as well as for errors in the target language. A final review by the County using department for continuity, tone, and overall accuracy will also be conducted.

Final approval of translated materials is subject to County review. The Contractor must correct any errors or inaccuracies found by the County and submit revised materials as required. The County will not accept or approve invoices for payment until materials are approved. Standard translation is the minimum acceptable translation practice for Montgomery County.

The County also expects the contractor to have the capability to perform desktop publishing functions that will provide layout and design work for translated materials when requested by the County.

b. Interpretation Services

Interpretation is the verbal rendition of spoken words from one language to another. The County requires face-to-face interpretation services through contracts resulting from this RFP. Face-to-face interpreting will include consecutive interpreting and simultaneous interpreting services.

In an effort to ensure that the specific needs and requirements of the County using departments are met, some services must be provided by certified or specialized interpreters or translators who are knowledgeable about industry specific terms such as medical, engineering and legal terms.

3. Specifications/Work Statement

a. Translation Services

- (1) The Contractor must provide translation services (from English and to English) on an “as needed” basis for LEP clients in Montgomery County. Translation services must be technically correct and culturally appropriate, to include being sensitive to variations in idioms of different dialects, and must be conducted in a timely manner as determined by the County based on the needs of the County Using Department.
- (2) The Contractor must provide translation services based upon the needs of the County using departments. Translation services may be provided at the translator’s worksite or in other locations that are mutually agreed upon by the County and the Contractor.
- (3) The Contractor must provide electronic and hard copies of translated documents/drafts of documents to County using department representatives. Final review and approval of all documents will rest with the County using department’s designated representative.
- (4) The Contractor must provide formatting, design, and layout services for translated materials, as required by County using departments.
- (5) All documents translated by the Contractor will become the sole property of Montgomery County Government.
- (6) The Contractor’s staff must be available for consultation with County staff on an as-needed basis, between the hours of 8:00 a.m. and 5:00 p.m. (EST), Monday through Friday.

b. Interpretation Services

- (1) The Contractor must provide interpretation services (from English to other languages and to English from other languages) on an “as needed” basis for LEP clients in Montgomery County. Interpretation services must be technically correct and culturally appropriate, to include being sensitive to variations in idioms of different dialects, and must be conducted in a timely manner.
- (2) The Contractor must provide face-to-face interpretation services based upon the needs of the County using departments. Face-to-face interpreting services will include consecutive interpreting

and simultaneous interpreting. Face-to-face interpreting services will be provided in County facilities or in other locations for the purposes of home visits, outreach activities, or community meetings throughout Montgomery County.

- (3) The Contractor must provide simultaneous interpretation services into most languages for meetings, conferences, workshops and seminars, including corresponding transmitter equipment, as well as trained and experienced technicians to help set up the equipment.
- (4) The Contractor must respond to requests for interpretation services within the timeframes described below:
 - (a) urgent services – within three (3) hours of request;
 - (b) expedited services – more than (3) hours but less than 24 hours notice for requesting an interpreter for the County's most commonly encountered languages (Spanish, Chinese, Korean, French, Vietnamese, Hindi, Amharic, Russian, Arabic, Portuguese); and
 - (c) standard services – at least 24 hours of notice.
- (5) The Contractor's staff must be available for consultation with County staff on an as-needed basis, between the hours of 8:00 a.m. and 5:00 p.m. (EST), Monday through Friday.
- (6) The Contractor must provide an on-call phone number during evening hours and weekends so that the County using departments can get in touch with the vendor to schedule for interpretation services during non-business hours of 9a.m. to 5p.m., Monday – Friday, in case of emergencies.
- (7) If and when requested by any of the County using departments, the Contractor must obtain criminal background checks on all interpreters providing services in a client's home, in one of the Contractor's facilities, or in any other situation as determined by the County. The Contractor must submit a copy of any background check to the County as requested.

4. Contractor Minimum Qualifications

- a. The Contractor's translators/interpreters must be accredited or certified by a reputable industry organization such as, but not limited to, the following:

- (1) Federation Internationale des Traducteurs
- (2) American Translators Association
- (3) Institute of Translations and Interpreting
- (4) The American Translators Association
- (5) United States National Association of Judiciary Interpreters and Translators
- (6) Area Health Education Center
- (7) National Council on Interpreting in Health Care, Inc.

The Contractor may request County approval to use translators/interpreters who possess a Translator/Interpreter Certificate and/or sufficient education and relevant experience, for those who are not accredited or certified by an organization as listed above. The County reserves the right to approve such requests on a case-by-case basis. The County may request additional information from the Contractor related to such a request.

- b. The Contractor's translators/interpreters must possess the level of experience and knowledge required to satisfy the translation and interpreting needs of Montgomery County using departments by demonstrating:
 - (1) mastery of the target language equivalent to that of a native speaker;
 - (2) up-to-date knowledge of the given subject matter and terminology in both languages; and

- (3) access to information resources and reference materials, and knowledge of the tools of the profession.

5. County Responsibility

a. Translation Services

The County reserves the right to collect feedback regarding the performance of translators. Both County staff and clients will have opportunities to critique and rate individual performance under the contract resulting from this solicitation. Montgomery County reserves the right to perform audits of individual performance of translators without prior notice.

b. Interpretation Services

The County reserves the right to collect feedback regarding the performance of interpreters. Both County staff and clients will have opportunities to critique and rate individual performance under the contract resulting from this solicitation. Montgomery County reserves the right to perform audits of individual performance of interpreters without prior notice.

The County reserves the right to initiate and monitor interpreted sessions during the contract term to assess the level of interpretation accuracy and customer service.

6. Records and Reports

The Contractor must maintain all records in compliance with federal and state regulations. The Contractor must submit monthly statistical reports and an annual tabulated report for the year the contract is in effect, to each County using department for whom the Contractor provided services during that period.

SECTION D - PERFORMANCE PERIOD

1. Term

The effective dates of the contracts resulting from this solicitation begin upon signature by the Director, Department of General Services. The period in which each Contractor must perform all work under the Contract begins on the Contract's effective date and ends on June 30, 2013. The Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term four (4) times(s) for one year each.

2. Price Adjustments

Prices quoted are firm for the first term. Any request for a price adjustment after the first term is subject to approval or rejection by the Director, Department of General Services or designee, and:

- a. must be submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract;
- b. must be submitted sixty (60) days prior to contract expiration date, if the contract is being amended;

- c. may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS;
- d. the County will approve only one price adjustment for each contract term, if a price adjustment is approved;
- e. will be executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

1. Procedures

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals for Scope of Services in accordance with the evaluation criteria listed below under Section E.2.(1).
- b. Vendor interviews will be conducted with the three highest scoring offerors who achieve a minimum score of 70 points based on the QSC's score for the written proposal. The interview criteria that will then be utilized are listed below under Section E.2.(2). The QSC will also review an offeror for responsibility.
- c. The QSC will make its award recommendations of the two highest ranked offerors based on the QSC's combined written and interview score and its responsibility determination for Scope of Services defined in the solicitation. The highest rated offeror will be recommended as the primary contractor, and the second highest rated offeror will be recommended as the secondary contractor.
- d. The Using Department Head will review and forward the QSC recommendations with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendations.
- f. Upon approval of a recommended award to a proposed awardee by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors.
- g. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

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2. Evaluation Criteria

(1) Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria:

		Possible Points
(a)	Offeror's organizational/administrative experience and qualifications to provide full service language assistance as described in this RFP.	20
(b)	Offeror's ability and capacity to provide the translation services described in Section C., Scope of Services, of this RFP, including the offeror's personnel complement and staffing plan, policies and procedures for guaranteeing the accuracy and completeness of the translation provided, for monitoring and correcting any poor performance by translators and for safeguarding confidential information	15
(c)	Offeror's ability and capacity to provide the interpretation services described in Section C., Scope of Services, of this RFP, including the offeror's personnel complement and staffing plan; policies and procedures for guaranteeing the accuracy and completeness of the interpretation services provided, for monitoring and correcting any poor performance by interpreters, and for safeguarding confidential information.	15
(d)	Offeror's policy and ability to guarantee certifications/accreditations possessed by staff, and firm's policy and ability to retrain and/or recertify or reaccredit staff.	5
(e)	Range of languages offered by firm (in addition to English), special language expertise, such as medical, mental health, legal, conference/simultaneous interpreting, or other specific subject matter expertise offered by firm.	15
(f)	Maximum amount of time needed for offeror to respond to a request for interpretation services as described in this RFP, taking into account the following types of requests for interpretation services: urgent requests; same-day requests; and standard requests; Maximum amount of time needed for offeror to produce a translated document in response to a request for translation services as described in Translation Scope of Services of this RFP.	10
(g)	Proposed costs for providing translation and interpretation services as described in Scope of Services in this RFP, and justification for proposed costs, using Attachment I to this RFP. (Offerors must provide fully burdened rates for each component/type of service to be provided.)	20
	Highest possible QSC score for written proposal evaluation	100

(2) Interview Evaluation Criteria

The QSC will evaluate interviews based on the following criteria:

		Possible Points
(a)	Articulate an understanding of the communication needs of the local LEP community and of various communication models.	10
(b)	Offeror's ability or plan of action to meet the diversity of languages spoken in Montgomery County,	10
(c)	Offeror's ability to meet the translation and interpretation scope of services described in the RFP including time requirements; the accuracy and completeness of language services provided; for monitoring and correcting any poor performance by interpreters, and for safeguarding confidential information.	25
(d)	Offeror's administrative ability to meet the data collection, reporting and invoicing requirements set forth in this RFP	15
(e)	Capacity and ability of the offeror's pool of contracted translators and interpreters to meet the diverse needs of the county using departments	15
(f)	Justification of the proposed rates/fees for translation services, including discussion of rates/fees submitted using Attachment I to the RFP.	25
	Highest possible QSC score for interview evaluation	100

SECTION F - SUBMISSIONS

1. Proposal Submissions

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER THE PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and 4 copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections as shown):

- a. A cover letter with a brief description of the firm, including the offeror's legal name, address, telephone number and fax number.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references who may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (See Attachment A)
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the Offeror must submit the appropriate Wage Requirements Form in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and the proposal will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause – Attachment B.
- f. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- g. Minority Business Program and Offeror's Representation – Attachment C.
- h. Organizational and Administrative Experience: Offerors must describe their experience with, and qualifications for, providing language translation services and/or interpretation services, as described in this RFP. Offerors should include ample information related to their direct experience with providing the respective services, as well as any medical, legal or other technical translation skills possessed.
- i. Ability/Capacity/Staffing: Offerors must describe their ability and capacity to provide the services described in Section C, Scope of Services of this RFP, including a work plan for providing services.
 - (1) **Personnel:** Offerors must identify full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work under the contracts resulting from this RFP. Offerors must provide information that shows the composition of the task or work group, its specific qualifications, and recent relevant experience. Offerors must identify direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for work under the contracts. Offerors must note the technical areas, character and extent of participation by any subcontractor or consultant activity and the anticipated sources.

Offerors must submit with their proposals resumes of staff and proposed consultants, which indicate education, background, and recent relevant experience with the subject matter of the

project. Current telephone numbers must be included. Translators and interpreters must demonstrate having received training to cover the Translator's / Interpreter's Code of Ethics, Confidentiality, Skills, and cultural competency, at a minimum.

- (2) Offerors must submit a staffing plan which describes the offeror's proposed staff distribution to accomplish the work described in this RFP. This section must identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes consultants as well as regular employees of the offeror, if relevant.
- j. Policies and Procedures: Offerors must describe their policies and procedures for guaranteeing the accuracy and completeness of the translation services and the interpretation services provided, for monitoring and correcting any poor performance by translators/interpreters, and for safeguarding confidential information which is disclosed while providing services under the contract. Offerors must also indicate that they will comply with the County's requirements regarding background checks of staff where appropriate, as detailed under Section C. of this RFP.
- k. Offerors must describe their policy for guaranteeing certifications/accreditations possessed by staff, and their policy for retraining and/or recertifying or reaccrediting staff.
- l. Offerors must provide a list of all languages for which translators and interpreters are capable of providing services, in addition to English, must indicate any special language expertise, such as medical, mental health, legal, conference/simultaneous interpreting offered by the firm, and must indicate any other subject matter expertise offered by the firm.
- m. Offerors must indicate the maximum amount of time needed to produce a translated document in response to a request for translation services and must indicate the maximum amount of time needed to respond to a request for interpretation services, as described in this RFP. Offerors must account for the following types of requests for interpretation services as defined under Section C of this RFP: urgent requests, same-day requests and standard requests.
- n. Proposed costs: Offerors must submit proposed costs for providing translation services and interpretation services as described in this RFP, and must provide justification for proposed costs, using Attachment I to this RFP. Offerors must itemize each component or level of service to be provided.
 - (1) Offerors must provide a price breakdown for language translation and language interpretation services separately, as indicated in Attachment I. Offerors must provide fully burdened rates; all overhead, benefits, postage, travel expenses, etc. must be included in the rate quoted for each service.
 - (2) Offerors must provide the per-word rate for providing language translation services. Offerors must indicate the rates for all languages for which they are proposing to provide translation services. Offerors must fill-in the proposed languages in the appropriate column. Offerors must also provide the rate for desktop publishing related services.
 - (3) Offerors must provide hourly rates for providing the types of language interpretation services identified in Attachment I.
 - (4) Offerors must indicate if there is any minimum charge or quantity for any type of service to be provided.
- o. W-9
- p. Articles of Incorporation and Articles of Amendment (if applicable, showing Legal Name)

- q. Letter of Determination for Nonprofit status (if applicable)

2. Award Submissions

Prior to the execution of the contract, the following items must be submitted:

- a. Offeror's Certification of Cost and Price (for contracts valued at greater than \$100,000) – Attachment E
- b. Certificate(s) of Insurance – in accordance with mandatory insurance requirements in Attachment F. Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into the proposal price. These insurance requirements supercede those found in the Provision # 21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- c. If this solicitation is subject to the Wage Requirements Law (see page 1), then the Awardee must submit a Certification of posting a Wage Requirements notice.
- d. Awardee(s) must provide copies of any certifications/accreditations possessed, including the name and dates of certifications/accreditations for individual staff.

SECTION G - COMPENSATION

1.

- a. The Contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County. The contract(s) resulting from this RFP will be requirements contracts based on firm-fixed rates.
- b. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in Section C, Paragraph 3., Work Statement/Specifications.
- c. The Contractor must invoice each County's using department separately, for services provided to respective departments. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each using department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - (1) name of Contractor;
 - (2) name or unique identifier of interpreter, translator, or other individual providing services;
 - (3) name of County employee requesting service;
 - (4) purchase order number specific to County department requesting service;
 - (5) name of County using department requesting service;
 - (6) County client identification number if available;
 - (7) date and time of service;
 - (8) length or duration of translation or interpretation service;
 - (9) location of service (phone, on-site, etc.);
 - (10) type of service (interpretation or translation) and specific language; and
 - (11) itemized cost for each service.
- d. County departments must receive monthly invoices by the 15th of each month following the month the Contractor provided the service or as mutually agreed upon in writing. In addition, the Contractor must provide each County using department with a monthly and year-to-date utilization report which lists all information shown above in paragraph 6.c.(1) through (11). The Contractor must mail the invoices and

the utilization reports to the respective contacts from the County's using departments, as identified at the time of contract execution.

2. The following apply only to Interpretation Services:
 - a. The Contractor will receive payment for services when County staff or client is not present for a pre-scheduled appointment and the Contractor is unable to perform duties for that reason. In such cases, the Contractor's interpreter must remain onsite waiting for the County staff and/or client for at least one hour, unless otherwise instructed by the County.
 - b. If Montgomery County Government is closed for inclement weather or other emergencies, the Contractor will not attend any scheduled meetings for that period, nor will the Contractor receive payment for that time. The County will contact the Contractor to reschedule canceled appointments.

SECTION H - CONTRACT ADMINISTRATOR

1. Authority

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. Using Department

The Contract Administrator for any contract(s) resulting from this solicitation will be Jeri Cauthorn. The Contract Administrator's duties include, but are not limited to, the following:

- a. serve as liaison between the County and Contractor;
- b. give direction to the Contractor to ensure satisfactory and complete performance;
- c. monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- d. serve as records custodian for this contract, including Wage Requirements;
- e. accept or reject the Contractor's performance;
- f. furnish timely written notice of the Contractor's performance failures to the Director, Office of Procurement and to the County Attorney, as appropriate;
- g. prepare required reports;
- h. approve or reject invoices for payment;
- i. recommend contract modifications or terminations to the Director, Office of Procurement;
- j. issue notices to proceed; and
- k. monitor and verify compliance with any MFD Performance Plan.

SECTION I - SPECIAL TERMS AND CONDITIONS

This section is not applicable to this RFP.

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

1. Assist:
 - a. another party in the matter; or
 - b. another person if the person has a direct and substantial interest in the matter; or
2. Seek or obtain an economic benefit from the matter in addition to payment to the Contractor by the County.

ATTACHMENT A**REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF
FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
		Alexandria, Virginia			Manassas Park, Virginia
		Alexandria Public Schools			Maryland-National Capital Park & Planning
		Alexandria Sanitation Authority			Commission
		Arlington County, Virginia			Metropolitan Washington Airports Authority
		Arlington County Public Schools			Metropolitan Washington Council of
		Bladensburg, Maryland			Governments
		Bowie, Maryland			Montgomery College
		Charles County Public Schools			Montgomery County, Maryland
		College Park, Maryland			Montgomery County Public Schools
		Culpeper County, Virginia			Northern Virginia Community College
		District of Columbia			OmniRide
		District of Columbia Courts			Potomac & Rappahannock Transportation
		District of Columbia Public Schools			Commission
		District of Columbia Water & Sewer			Prince George's County, Maryland
		Authority			Prince George's County Public Schools
		Fairfax, Virginia			Prince William County, Virginia
		Fairfax County, Virginia			Prince William County Public Schools
		Fairfax County Water Authority			Prince William County Service
		Falls Church, Virginia			Authority
		Fauquier County Schools & Government,			Rockville, Maryland
		Virginia			Spotsylvania County Schools
		Frederick, Maryland			Stafford County, Virginia
		Frederick County, Maryland			Takoma Park, Maryland
		Gaithersburg, Maryland			Upper Occoquan Sewage Authority
		Greenbelt, Maryland			Vienna, Virginia
		Herndon, Virginia			Virginia Railway Express
		Leesburg, Virginia			Washington Metropolitan Area Transit
		Loudoun County, Virginia			Authority
		Loudoun County Public Schools			Washington Suburban Sanitary Commission
		Loudoun County Sanitation Authority			Winchester, Virginia
		Manassas, Virginia			Winchester Public Schools
		City of Manassas Public Schools			

Vendor Name

ATTACHMENT C**Minority Business Program & Offeror's Representation**

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - Minority Contracting," Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Indicate Maryland Department of Transportation (MDOT)
certification # _____

Attach your MDOT certification letter.



**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company

Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount:

\$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - () -
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste.
180
Rockville, MD 20850

RFP #1014644
ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person Subcontractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

RFP #1014644
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual designated by Contractor to monitor Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

B. This Plan covers life of the contract from contract execution through final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

All listed MFD subcontractors are required to be Maryland Department of Transportation (MDOT) certified. For assistance, please call (240) 777-9912.

I hereby certify that the business(s) listed below are Maryland Department of Transportation (MDOT) certified.

1. Certified Minority Owned

Business Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

MDOT Certification Number: _____

Attach your MDOT certification letter.

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor is _____
This subcontractor will provide the following goods and/or
services: _____

2. Certified Minority Owned

Business Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax
Number: _____ Email: _____

CONTACT PERSON: _____

MDOT Certification Number: _____

Attach your MDOT certification letter.

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor is _____
This subcontractor will provide the following goods and/or
services: _____

3. Certified Minority Owned Business

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax
Number: _____ Email: _____

CONTACT PERSON: _____

MDOT Certification Number: _____

Attach your MDOT certification letter.

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor is _____
This subcontractor will provide the following goods and/or
services: _____

4. Certified Minority Owned
Business Subcontractor
Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax
Number: _____ Email: _____

CONTACT PERSON: _____

MDOT Certification Number: _____

Attach your MDOT certification letter.

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. The Contractor applies for the following full or partial waiver; specify the basis for the waiver request:

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Department of General Services

Date: _____

Director
Department of General Services

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Title

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

7.3.3.4(a) of the Procurement Regulations requires:

The contract between the Contractor and the County requires the Contractor to notify the Director, Department of General Services, of any proposed change to the Subcontractor Performance Plan.

RFP #1014644
ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

RFP #1014644
ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *five hundred thousand dollars (\$500,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required, unless a greater period is required by applicable law.

Certificate Holder

Montgomery County, Maryland
DHHS / CMT / Kara Ingram Dukes
401 Hungerford Drive, 6th floor
Rockville, Maryland 20850

RFP #1014644
ATTACHMENT G

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. a contractor who employs fewer than 10 employees when the contractor submits a bid or proposal, and will continue to be exempt as long as contractor does not employ 10 or more employees at any time the contract is in effect as a result of performing the contract. Section 11B-33A (b) (1).
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A (b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).

☐ E. Wage Requirements Reduction (if applicable)

This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

RFP #1014644
ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry;
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and
13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

RFP #1014644
ATTACHMENT I
PROPOSED COSTS

AGENCY/ORGANIZATION NAME:_____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CHIEF EXECUTIVE OFFICER:_____

CHIEF FINANCIAL OFFICER:_____

TELEPHONE NUMBER(S):_____FAX NUMBER:_____

Are financial statements audited annually? Yes _____ No _____

If yes, by who? _____

PROPOSED RATES FOR RFP* #_____:

* These proposed rates/fees and justification are being submitted in response to a Request for Proposals. If the resulting contract is awarded by the County to our agency, I understand that the rates are subject to change based on contract negotiations with the County.

Authorized Signature

Typed Name, Title

Date

Offerors must use the tables below, relative to Section G, Compensation, of the RFP, to propose firm-fixed fees/rates for the services described. Offerors must provide sufficient justification for the proposed fixed rates. Offerors may use additional pages of their own to supplement information provided in this form, if necessary.

SCOPE OF SERVICES – TRANSLATION SERVICES: Offerors must indicate per-page rates for each type of translation services described below (standard, premium, formatting), and must also indicate rates for each type of language to be provided under the resulting contract. Space for providing justification for these rates is on the following page.

Target Language	Standard Translation Proposed Rates	Premium Translation Proposed Rates	Formatting/Design/Layout Proposed Rates
	\$_____ per page	\$_____ per page	\$_____
	\$_____ per page	\$_____ per page	\$_____
	\$_____ per page	\$_____ per page	\$_____
	\$_____ per page	\$_____ per page	\$_____
	\$_____ per page	\$_____ per page	\$_____
	\$_____ per page	\$_____ per page	\$_____
	\$_____ per page	\$_____ per page	\$_____

CATEGORY	JUSTIFICATION FOR PROPOSED RATE/FEE INDICATED ON PAGE I2

SCOPE OF SERVICES– INTERPRETING SERVICES (Space for justification of these rates is on the following page.)

CATEGORY	Urgent Requests	Same-day Requests	Standard Requests
Face-to –Face Interpretation (Consecutive)	\$_____ per hour	\$_____ per hour	\$_____ per hour
Face-to-Face Interpretation (Simultaneous)	\$_____ per hour	\$_____ per hour	\$_____ per hour
Face-to-Face Interpretation (<u>Simultaneous with transmitter equipment</u>)	\$_____ per hour	\$_____ per hour	\$_____ per hour
Other: _____			
Other: _____			

CATEGORY	JUSTIFICATION FOR PROPOSED RATE/FEE INDICATED ON PAGE I4